Cecchi (Del.) 80 Atl. 523, 35 L. R. A. (N.S.) 699. The cases taking the opposite view hold that the occupants of the machine are trespassers, and can recover only when the injury is the result of recklessness or wantonness. *Dudley* v. *Northampton St. Ry. Co.*, 202 Mass. 443, 89 N. E. 25, 23 L. R. A. (N. S.) 561.

BANKRUPTCY—PREFERENCES—DUTY TO MAKE INQUIRY.—A partnership of which the bankrupt was a member was indebted to a bank in the sum of $19,117.99, secured by government bonds and personal property of the bankrupt amounting to $6,000. The bank refused to extend credit, and the bankrupt applied to the bank's president individually for a loan. A loan of $12,000 was given, and the bankrupt gave real estate as security. The proceeds of the mortgage were placed to the credit of the partnership and checked out to liquidate the partnership's debt to the bank. *Held*, that where a creditor of an insolvent takes security within four months prior to bankruptcy, he is bound to make inquiry as to whether a preference is intended, and is chargeable with knowledge of all that such inquiry, if made, would have disclosed. *Walters* v. *Zimmerman et al.*, (D. C. N. D. Ohio, 1913) 208 Fed. 62.

The rule as thus laid down is too broad, and is not applicable to the facts in the principal case. A mere suspicion of insolvency is not sufficient to put a creditor upon inquiry as to the insolvency of his debtor. *In re Eggert*, 102 Fed. 735; *Crooks* v. *People's Bank*, 72 N. Y. App. 331, 3 Am. B. R. 238. The creditor must have knowledge of such facts as would put a reasonable man on inquiry as to the solvency of his debtor. And where such inquiry, pursued to its legitimate conclusion, would disclose insolvency, such creditor has reasonable cause to believe his debtor insolvent. *Hackney* v. *Raymond*, 68 Neb. 624 10 Am. B. R. 213; *Bardes* v. *Bank*, 122 Ia. 443. On the whole, reasonable cause is a question of fact to be determined under all the circumstances of the case. *Crittenden* v. *Barton*, 59 App. Div. (N. Y.) 555, 5 Am. B. R. 775.

BANKRUPTCY—PROPERTY PASSING TO TRUSTEE—MEDICAL PRACTICE.—An order in bankruptcy had been made directing the trustees to sell (among other things) "the medical and surgical practice and good will of said bankrupt, together with the leasehold interest of said bankrupt in and to the office formerly occupied by Dr. S. Lewin, and now occupied by said bankrupt as a doctor's and surgeon's office." *Held*, that the personal medical and surgical practice and good will of a bankrupt as a physician, are not subject to sale by his trustee, although his property interest in a practice and good will purchased from another may be sold. *In re Myers*, (C. C. A. 7th Cir. 1913) 208 Fed. 407.

This is in accord with the previous decisions. All kinds of property of a bankrupt, save such as is exempt, pass to the trustee in bankruptcy, as do likewise certain powers and rights and documents. BANKRUPTCY ACT, § 70a. The test is, could the property have been transferred by or levied upon and sold under judicial process against the bankrupt? *In re Burka*, 104 Fed. 326. Thus uncompleted contracts for personal services, or for the exercise of skill, wherein personal trust and confidence are reposed, or reliance had upon special skill, do not pass to the trustee, for such property is not transferable nor can it be

effectually seized by legal process. REMINGTON, BANKRUPTCY, § 994. But the decisions as to what constitutes such personal contracts are limited. A contract between a publisher and an author, whereby the former undertakes to publish and market literary productions of the latter, is not assignable. *Matter of McBride & Co.*, 132 Fed. 285, 12 Am. B. R. 81. Nor is the contract with a person for the manufacture by him of a particular commodity requiring special skill of the manufacturer. *Jetter Brewing Co.* v. *Scollan*, 96 N. Y. Sup. 274, 15 Am. B. R. 300. And a contract of agency between an insurance company and its general agent does not pass. *In re Wright*, 16 Am. B. R. 778. It has been held that a franchise to construct a turnpike road and to collect the tolls was a personal trust and did not pass to the assignee, since the person who had the franchise could not voluntarily assign it, the consent of the party conferring the franchise being necessary by reason of the personal character of the work to be performed. *People* v. *Duncan*, 41 Cal. 507. The distinction drawn by the court in the principal case between the personal practice of the bankrupt and the interest purchased by him from another physician appears to be sound.

BILLS AND NOTES—NEGOTIABILITY—REQUISITES—TIME OF PAYMENT.—A note due in three years and secured by a deed of trust, provided that if the interest, which was payable quarterly, should not be paid when due, the whole sum should become immediately due and payable at the option of the holder. *Held*, the note was not negotiable because made payable upon a condition not certain of fulfillment, contrary to the statute providing: "A negotiable instrument must be payable in money only and without any condition not certain of fulfillment." The vice was said to consist, not only in uncertainty as to whether or not the maker would default in the payment of interest quarterly, but in case he does, whether the holder would exercise his option to declare the principal due. *Smiley* v. *Watson*, (Cal. App. 1913) 138 Pac. 367.

The decision is based on the case of *National Hardwood Co.* v. *Sherwood*, 130 Pac. 881, which following *Meyer* v. *Weber*, 133 Cal. 681, holds that the note is non-negotiable for the reason stated in the instant case. The case of *McDonald* v. *Randall*, 139 Cal. 246, allowing recovery on such a note is said not to state state a contrary doctrine, for the reason that the question of the negotiability of the note was not raised. But the instant case overlooked the case of *Kinsel* v. *Ballou*, 151 Cal. 754, where a note in all respects like the note involved in this case and secured by a mortgage, was held negotiable and the holder was allowed to recover against an indorser immediately on exercise of his option to declare the whole sum due for default in payment of an instalment of interest and without a foreclosure of the mortgage. The decided weight of authority seems, as is observed by the writer of the opinion in the instant case, to be contrary to the doctrine announced therein. Prior to the Negotiable Instruments Act it was almost uniformly held that an option given to the holder to declare the whole sum due upon default in payment of an instalment of interest or of the principal, where the note was payable in stallments, did not make the note payable upon a contingency or at a time uncertain and hence did not affect